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Attorney for Cross-Defendant
Memorex Products, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CIVIL COMPLEX CENTER

ORANGE COUNTY WATER DISTRICT,

Plaintiff,

v.

NORTHROP CORPORATION,
NORTHROP GRUMMAN
CORPORATION; AMERICAN
ELECTRONICS, INC.; MAG AEROSPACE
INDUSTRIES, INC.; GULTON
INDUSTRIES, INC.; MARK IV
INDUSTRIES, INC. EDO CORPORATION;
AEROJET-GENERAL CORPORATION;
MOORE BUSINESS FORMS, INC.; AC
PRODUCTS, INC. FULLERTON
MANUFACTURING COMPANY;
FULLERTON BUSINESS PARK LLC; and
DOES1 through 400, inclusive,

Defendants.

CASE NO: 04CC00715

(Assigned for all purposes to
Hon. Thierry Patrick Colaw,
Dept. CX-104)

**MEMOREX PRODUCTS, INC.'S
ANSWER TO NORTHROP GRUMMAN
SYSTEMS CORPORATION'S SECOND
AMENDED CROSS-COMPLAINT**

NORTHROP GRUMMAN SYSTEMS
CORPORATION,

Cross-Complainant,

v.

AEROSCIENTIFIC CORP.; AEROTECH
PLATING, INC. aka AVS METAL
FINISHING; BALDOR ELECTRIC
COMPANY, successor by merger to
RELIANCE ELECTRIC; CIRCUIT
INDUSTRIES INC.; CLARK INLAND
EMPIRE EQUIPMENT; COMMERCIAL
CIRCUITS MANUFACTURING JOHNSON

1 CONTROLS BATTERY GROUP, INC. fka
2 GLOBE-UNION; CRUCIBLE MATERIALS
3 CORPORATION; HEXION SPECIALTY
4 CHEMICALS, INC. as successor in interest to
5 LAURA SCUDDERS COMPANY; HI-CONE
6 aka ILLINOIS TOOL WORKS, INC. aka ITW
7 HI-CONE; HINDERLITER HEAT
8 TREATING CO. aka BODYCOTE
9 THERMAL PROCESSING INC.;
10 HONEYWELL INTERNATIONAL, INC.
11 (ROE 1002); JOHNSON CONTROLS INC.;
12 KHYBER FOODS INCORPORATED;
13 KIMBERLY CLARK CORP. aka
14 KIMBERLY-CLARK WORLDWIDE, INC.;
15 KRYLER CORPORATION; KWIKSET
16 CORPORATION; M&M CLEANERS;
17 MEMOREX PRODUCTS, INC. (ROE 1001);
18 METROPOLITAN WATER DISTRICT OF
19 SOUTHERN CALIFORNIA; MLODZIK
20 CORPORATION aka MONITOR PLATING
21 AND ANODIZING; NELCO PRODUCTS
22 INC.; ORANGE COUNTY METAL
23 PROCESSING aka ORANGE COUNTY
24 PAINTING COMPANY; ORANGE
25 COUNTY WATER DISTRICT; PCA
26 INDUSTRIES, LLC; PCA METALS
27 FINISHING, INC. aka PACIFIC METALS
28 ALLOY; RODDICK TOOL COMPANY;
THE BOEING COMPANY as successor in
interest to AUTONETICS; THE BOEING
COMPANY as successor in interest to
ROCKWELL INTERNATIONAL; UOP LC
(ROE 1003) aka UOP SEPALEX
MEMBRANE SYSTEMS; VISTA PAINT
COMPANY aka VISTA PAINT
CORPORATION; W.C. RICHARDS
COMPANY fka W.C. RICHARDS
COMPANY OF CALIFORNIA; WESTERN
ROTO ENGRAVERS INC., WINONICS,
INC.; WEYERHAEUSER COMPANY, and
ROES 1001 to 1100.

Cross-Defendants.

Cross-defendant Memorex Products Inc. ("Memorex") answers the Second Amended Cross-Complaint of Northrup Grumman Systems Corporation ("Cross-Complainant") as follows:

GENERAL DENIAL

Pursuant to California Code of Civil Procedure § 431.30(d), Memorex generally denies each and every allegation of the Second Amended Cross-Complaint and further denies that Cross-

1 Complainant is entitled to relief of any kind. Without waiving its right to supplement and/or
2 amend this Answer and Affirmative Defenses that become available or apparent during the course
3 of investigation, preparation or discovery, Memorex further denies that it is liable to Cross-
4 Complainant in any amount and denies that Cross-Complainant has sustained damages in the sum
5 or sums alleged, or in any other sum, or at all, by reason of any act or omission of Memorex.

6 **AFFIRMATIVE DEFENSES**

7 By alleging the matters set forth below, Memorex does not allege or admit that it bears the
8 burden of proof on any matter related to the Affirmative Defenses asserted.

9 **FIRST AFFIRMATIVE DEFENSE**

10 **(Failure to State a Claim)**

11 The Second Amended Cross-Complaint, and each and every alleged cause of action in it,
12 fails to state a claim upon which relief may be granted.

13 **SECOND AFFIRMATIVE DEFENSE**

14 **(Second Amended Cross-Complaint Uncertain)**

15 The Second Amended Cross-Complaint, and each and every alleged cause of action in it,
16 is uncertain, ambiguous, and unintelligible.

17 **THIRD AFFIRMATIVE DEFENSE**

18 **(Statutes of Limitations)**

19 The Second Amended Cross-Complaint, and each and every alleged cause of action in it,
20 is barred by the applicable statute(s) of limitations, including but not limited to, California Code
21 of Civil Procedure Sections 338 and 338.1.

22 **FOURTH AFFIRMATIVE DEFENSE**

23 **(Lack of Standing)**

24 Cross-Complainant lacks standing to bring claims against Memorex.

25 **FIFTH AFFIRMATIVE DEFENSE**

26 **(Ripeness)**

27 The Second Amended Cross-Complaint is barred, in whole or in part, on the grounds that
28 the claims are not ripe for adjudication.

1 **SIXTH AFFIRMATIVE DEFENSE**

2 **(Laches)**

3 The Second Amended Cross-Complaint is barred, in whole or in part, by the doctrine of
4 laches.

5 **SEVENTH AFFIRMATIVE DEFENSE**

6 **(Waiver)**

7 The Second Amended Cross-Complaint, and each and every alleged cause of action in it,
8 is barred by the doctrine of waiver.

9 **EIGHTH AFFIRMATIVE DEFENSE**

10 **(Estoppel)**

11 The Second Amended Cross-Complaint, and each and every alleged cause of action in it,
12 is barred by the doctrine of estoppel.

13 **NINTH AFFIRMATIVE DEFENSE**

14 **(Failure to Join Necessary and/or Indispensable Parties)**

15 Cross-Complainant has failed to join necessary and/or indispensable parties who are
16 required for a proper adjudication of this matter.

17 **TENTH AFFIRMATIVE DEFENSE**

18 **(Not a Responsible Party)**

19 The Second Amended Cross-Complaint, and each purported cause of action asserted
20 therein against Memorex, is barred because Memorex is not a responsible party as defined in
21 California Health & Safety Code § 25323.5.

22 **ELEVENTH AFFIRMATIVE DEFENSE**

23 **(Not Liable for Response Costs)**

24 The Second Amended Cross-Complaint, and each purported cause of action asserted
25 therein against Memorex, is barred because Memorex is not liable under California's Hazardous
26 Substance Account Act, Cal. Health & Safety Code §§ 25300 et seq. ("HSAA"), or any other
27 statutory or legal theory for any response costs incurred by any person as a result of the presence
28

1 or release, or threatened release of hazardous substances, within the geographical area defining
2 the subject matter of this action.

3 **TWELFTH AFFIRMATIVE DEFENSE**

4 **(Liability of Other Defendants and Cross-Defendants)**

5 The Second Amended Cross-Complaint, and each purported cause of action asserted
6 therein against Memorex, is barred because Memorex is not a responsible party with respect to
7 contamination for which other Defendants and Cross-Defendants are responsible under the
8 HSAA.

9 **THIRTEENTH AFFIRMATIVE DEFENSE**

10 **(Cause in Fact)**

11 Cross-Complainant has not alleged, and cannot prove, any facts showing that Memorex's
12 conduct was the cause in fact of the conditions or releases alleged in the Second Amended Cross-
13 Complaint, or that the releases alleged caused injury or necessitated the incurrence of any
14 response costs or damages.

15 **FOURTEENTH AFFIRMATIVE DEFENSE**

16 **(Proximate Cause)**

17 Cross-Complainant has not alleged, and cannot prove, any facts showing that Memorex's
18 conduct was the proximate cause of the conditions or releases alleged in the Second Amended
19 Cross-Complaint, or that the releases alleged therein were the proximate cause of any injury or
20 necessitated the incurrence of any response costs or damages with respect thereto.

21 **FIFTEENTH AFFIRMATIVE DEFENSE**

22 **(Acts of Cross-Complainant)**

23 To the extent Cross-Complainant suffered any damages, which Memorex denies, they
24 were caused solely by the acts or omissions of Cross-Complainant.

1 **SIXTEENTH AFFIRMATIVE DEFENSE**

2 **(Third Party Acts)**

3 To the extent Cross-Complainant suffered and/or will suffer any damages, which
4 Memorex denies, such damages were caused in whole or in part by the acts and/or omissions of
5 third parties not controlled by Memorex.

6 **SEVENTEENTH AFFIRMATIVE DEFENSE**

7 **(Contributory Negligence)**

8 The acts and/or admissions alleged in the Second Amended Cross-Complaint, including
9 any alleged damages accruing to Cross-Complainant, were caused by the negligence of Cross-
10 Complainant; and any recovery by Cross-Complainant thus must be reduced in whole or in part
11 by the extent to which Cross-Complainant was negligent.

12 **EIGHTEENTH AFFIRMATIVE DEFENSE**

13 **(No Joint and Several Liability)**

14 Should Memorex have any liability to Cross-Complainant, which liability Memorex
15 denies, then such liability can be premised only upon Memorex's proportionate share of liability,
16 if any, and not premised upon any joint and several liability with any other Cross-Defendants or
17 Defendants named, or to be named, herein.

18 **NINETEENTH AFFIRMATIVE DEFENSE**

19 **(Apportionment)**

20 Any and all damages allegedly suffered by Cross-Complainant are the result of legally
21 wrongful acts and/or failures to act on the part of third parties. Therefore, Memorex is entitled to
22 a reduction in a judgment or recovery against Memorex by Cross-Complainant, if any, in direct
23 proportion to the percentage of wrongful comparative fault attributable to third parties, pursuant
24 to California Civil Code §§ 1431.1 et seq.

25 **TWENTIETH AFFIRMATIVE DEFENSE**

26 **(Doctrine of Unclean Hands)**

27 The Second Amended Cross-Complaint, and each purported cause of action asserted
28 therein against Memorex, is barred by operation of the equitable doctrine of unclean hands.

1 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

2 **(Intervening or Superseding Cause)**

3 Upon information and belief, Memorex alleges that the injuries and damages alleged in
4 the Second Amended Cross-Complaint were legally caused or contributed to by the negligence or
5 other acts or omissions of other Defendants, Cross-Defendants, persons or entities, and that such
6 negligence or other acts or omissions were an intervening and superseding cause of injuries and
7 damages, if any, of which Cross-Complainant complains.

8 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

9 **(No Entitlement to Attorneys' Fees)**

10 Cross-Complainant is not entitled to an award of attorneys' fees in any amount as against
11 Memorex Products, Inc.

12 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

13 **(Other Defenses)**

14 Memorex adopts and asserts any affirmative defenses raised or asserted by other Cross-
15 Defendants to this action that are also applicable to Memorex.

16 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

17 **(Additional Defenses)**

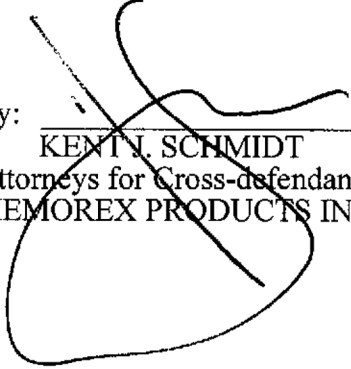
18 Cross-Complainant has not yet set out all its causes of action and allegations with
19 sufficient particularity to permit Memorex to raise all appropriate defenses, and thus Memorex
20 reserves the right to raise such additional Affirmative Defenses as may be established through
21 discovery and by the evidence in this case.

1 WHEREFORE, Memorex prays as follows:

- 2 1. That Cross-Complainants' Second Amended Cross-Complaint be dismissed with
3 prejudice;
4 2. That Memorex be awarded its costs and attorneys' fees as allowed by law; and
5 3. For such other and further relief as the Court may deem just and proper.

6 DORSEY & WHITNEY LLP

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8 Dated: June 14, 2008

9 By: 
10 KENT J. SCHMIDT
11 Attorneys for Cross-defendant
12 MEMOREX PRODUCTS INC.
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2 **PROOF OF SERVICE**

3 I am employed in the County of Orange, State of California. I am over the age of 18 and
4 not a party to the within action. My business address is 38 Technology Drive, Suite 100, Irvine,
5 CA 92691. On June 21, 2008, I served the following document(s) described as:

6 **MEMOREX PRODUCTS, INC.'S ANSWER TO NORTHROP GRUMMAN**
7 **SYSTEMS CORPORATION'S SECOND AMENDED CROSS-COMPLAINT**

8 on designated recipients on the Service List currently maintained as of the date of the time
9 of this filing on the LexisNexis File & Serve system through electronic transmission through the
10 LexisNexis File & Serve system. Upon completion of said transmission of said documents, a
11 certified receipt is issued to filing party acknowledging receipt by LexisNexis File & Serve's
12 system. Once LexisNexis File & Serve has served all designated recipients, proof of electronic
13 service is returned to the filing party.

14 I declare under penalty of perjury under the law of the State of California that the above is
15 true and correct.

16 Executed on June 21, 2008, at Irvine, California.

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Kent J. Schmidt